H2014 (3/16)

Filer's Name, Address, Phone, email:

RUSH MOORE LLP
A Limited Liability Law Partnership
SUSAN TIUS 2873
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Honolulu, Hawaii 96813-3862
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E-mail: stius@rmhawaii.com
Proposed Attorneys for ELIZABETH A. KANE, Trustee

UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII
1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813

Debtor(s): TIMOTHY RANDOLPH WAUGH	Case No.: 97-01765

APPLICATION TO EMPLOY PROFESSIONAL; EXHIBIT "A"

[Attach the professional's verification of disinterestedness and any necessary supplemental statements.]

Name of Professional:	Jeff Anderson & Associates, P. A., and The Law Office of Mark Gallagher ("Attorneys")
Type of Professional:	Special Counsel
To be employed by:	☑ Trustee ☐ Debtor in Possession ☐ Committee:
Briefly state need for employment and describe services to be rendered:	Pursuing Debtor's personal injury claims ("Claims") against the Catholic Foreign Mission Society of America, Inc., and others. ☐ If checked, employment is for specified special purpose under 11 U.S.C. § 327(e).
Reason for selecting this professional:	Attorneys are experienced in representation of plaintiffs in matters in the nature of the Claims and, prior to Debtor's reopening of his case, have represented Debtor in pursuing the Claims, including filing of a pending lawsuit in the Hawaii State Court.
Terms and conditions of employment:	Terms and conditions stated in a Fee Agreement entered between the Trustee and Attorneys, a copy of which is attached hereto as Exhibit "A". Attorneys have agreed to divide the 35% contingency fee between each law firm.

The undersigned hereby applies for an order approving employment of the above-named professional as described above. To the best of the applicant's knowledge: [*Check all that apply*]

☑	This professional does not hold or represent an interest adverse to the estate, and has no connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent described in any statement attached to this application.
☐	Employment of this attorney is for a special purpose only; s/he does not represent or hold any interest adverse to the debtor(s) or to the estate with respect to this employment.
☐	Employment is by a committee; the professional does not represent any other entity having an adverse interest in connection with the case.

Date: April 11, 2017

/s/ Susan Tius
Applicant [Print name and sign]

VERIFIED STATEMENT BY PROFESSIONAL

[Attach this statement to the Application to Employ Professional. If filed separately, attach a cover sheet.]

☐ I have no connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent that I may be employed by a trustee in unrelated bankruptcy cases or proceedings.

☑ I am an attorney being employed for a special purpose only and do not represent or hold any interest adverse to the debtor(s) or to the estate with respect to this employment.

☐ I am being employed by a committee and do not represent any other entity having an adverse interest in connection with this case.

☑ The following disclosure is made regarding disinterestednesss:

1. I, Michael Reck, am associated with the law firm of Jeff Anderson & Associates, P.A. ("JAA").
2. I have read this Application and the statements therein with respect to me and JAA are true to the best of my knowledge and belief.
3. JAA, with the assistance of co-counsel, The Law Office of Mark Gallagher ("Gallagher"), have been representing Debtor since April 19, 2016 regarding personal injury claims (the "Claims") against the Catholic Foreign Mission Society of America, Inc., and others. We have agreed to prosecute the Claims on behalf of the Bankruptcy Estate, which owns the Claims, and to which Debtor, Gallagher and JAA have agreed.
4. JAA has substantial experience in representing plaintiffs in matters in the nature of the Claims, are knowledgeable about Debtor's Claims from representation of Debtor regarding the Claims prior to reopening of his case and are well qualified to act as special counsel for the Trustee herein.
5. I have reviewed Debtor's list of creditors and based on that review, I do not believe JAA holds an interest adverse to the Debtor or the Estate with respect to the matters described in the Application except as set forth herein.
6. Upon information and belief and except as set forth herein, JAA has no connection with the Debtor, the creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, which should disqualify JAA from being employed the Estate.
7. JAA and Gallagher have agreed to share the compensation for representation of the Trustee and Debtor as stated in the Fee Agreement.
8. JAA, as a condition of its employment, has obtained a consent to the dual representation of Debtor and Trustee from Debtor and Trustee.
9. JAA and Gallagher represent many individuals, in addition to Debtor, who were injured, and may have been injured by the same defendant(s) as Debtor. JAA and Gallagher will continue to represent or may undertake in the future to represent existing or new clients even in matters that are potentially adverse to Debtor and Debtor's Estate as to any conflicts disclosed in the Fee Agreement.

Date: ~~March , 2017~~ April 13, 2017

/s/ [signature]
Professional [Print name and sign]
Mike Reck

H2014 (3/16)

VERIFIED STATEMENT BY PROFESSIONAL

[Attach this statement to the Application to Employ Professional. If filed separately, attach a cover sheet.]

☐ I have no connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent that I may be employed by a trustee in unrelated bankruptcy cases or proceedings.

☑ I am an attorney being employed for a special purpose only and do not represent or hold any interest adverse to the debtor(s) or to the estate with respect to this employment.

☐ I am being employed by a committee and do not represent any other entity having an adverse interest in connection with this case.

☑ The following disclosure is made regarding disinterestednesss:

1. I, Mark Gallagher, am the principal of the law firm of The Law Office of Mark Gallagher ("Gallagher").

2. I have read this Application and the statements therein with respect to me are true to the best of my knowledge and belief.

3. Gallagher, with the assistance of co-counsel, Jeff Anderson & Associates, P. A. ("JAA"), have been representing Debtor since April 19, 2016 regarding personal injury claims (the "Claims") against the Catholic Foreign Mission Society of America, Inc., and others. We have agreed to prosecute the Claims on behalf of the Bankruptcy Estate, which owns the Claims, and to which Debtor, Gallagher and JAA have agreed.

4. Gallagher has substantial experience in representing plaintiffs in matters in the nature of the Claims, are knowledgeable about Debtor's Claims from representation of Debtor regarding the Claims prior to reopening of his case and are well qualified to act as special counsel for the Trustee herein.

5. I have reviewed Debtor's list of creditors and based on that review, I do not believe Gallagher holds an interest adverse to the Debtor or the Estate with respect to the matters described in the Application except as set forth herein.

6. Upon information and belief and except as set forth herein, Gallagher has no connection with the Debtor, the creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, which should disqualify Gallagher from being employed the Estate.

7. Gallagher and JAA have agreed to share the compensation for representation of the Trustee and Debtor as stated in the Fee Agreement.

8. Gallagher, as a condition of its employment, has obtained a consent to the dual representation of Debtor and Trustee from Debtor and Trustee.

9. Gallagher and JAA represent many individuals, in addition to Debtor, who were injured, and may have been injured by the same defendant(s) as Debtor. Gallagher and JAA will continue to represent or may undertake in the future to represent existing or new clients even in matters that are potentially adverse to Debtor and Debtor's Estate as to any conflicts disclosed in the Fee Agreement.

Mark F. Gallagher

Date: March 27, 2017

/s/ [signature]

Professional [Print name and sign]

JEFF ANDERSON & ASSOCIATES, P.A.
366 JACKSON STREET, SUITE 100
ST. PAUL, MN 55101

THE LAW OFFICE OF MARK GALLAGHER
66 KAIHOLU PLACE
KAILUA, HI 96734

FEE AGREEMENT

Elizabeth A. Kane, Chapter 7 Trustee of the Estate of Timothy Waugh ("Debtor"), Case No. 97-01765, U. S. Bankruptcy Court for the District of Hawaii (hereinafter referred to as "Client" or "Trustee") agrees to retain Jeff Anderson & Associates, P.A. and The Law Office of Mark Gallagher (hereinafter referred to as "Attorneys") to represent the foregoing regarding the matter of:

Claim for damages regarding sexual abuse by the Catholic Foreign Mission Society of America, Inc., a/k/a/ Maryknoll Fathers and Brothers, et al.

1. **CONDITIONS.** This agreement takes effect to commit Attorneys to representation only when the Client returns the signed copy to Attorneys and the Bankruptcy Court approves Trustee's employment of Attorneys as Special Counsel.

   Attorneys will comply with the requirements under bankruptcy law in their representation of Client, including obtaining of Bankruptcy Court approval of Attorneys' employment, maintaining records of time spent and general services descriptions for their representation, assisting in preparing and obtaining Bankruptcy Court approval of necessary applications to allow payment of compensation to Attorneys as provided in paragraph 6 below, which applications will be filed and scheduled for a noticed hearing in Debtor's bankruptcy case, providing information and documentation of any proposed settlement or payment of funds to the Estate for which a motion will be filed to approve such proposed settlement or payment of funds to the Estate for and which a noticed hearing will be scheduled in the Bankruptcy Court and cooperating with Client and Client's general counsel (Rush Moore LLP) in performance of their duties under the Bankruptcy Code. Attorneys will obtain consent to Dual Representation of Debtor and Client, in the form attached hereto.

   Attorneys understand that the Claim for damages is presently held by Trustee and Attorneys shall take direction from Trustee unless and until such time as Trustee directs otherwise.

2. **SCOPE OF SERVICES.** Attorneys represent the Client only in the matter referenced above. This representation lasts until a settlement or final judgment. Any appeal or proceeding to collect a judgment requires agreement and a new fee agreement.

3. **RESPONSIBILITIES OF THE PARTIES.** Client authorizes Attorneys, in consultation with Client, to take any steps it deems necessary to pursue this claim including initiating litigation. Client agrees to reasonably cooperate as necessary including promptly responding to letters emails and phone calls. Client agrees to keep Attorneys updated on Client's contact information and developments in the case.

Client authorizes the release of records (e.g., income tax records, medical records, hospital records, employment records, etc.) to others by Attorneys if it is deemed helpful or necessary to the case, and will sign documents needed for gathering such information.

Attorneys agree to keep Trustee updated on developments in the case.

Accepting or rejecting an offer of settlement will be the Client's sole decision. Attorneys will provide advice about that decision.

4. **OUTSIDE CLAIMS ON ANY RECOVERY OBTAINED.** Any private insurance company, Medicare or Medicaid that has paid for medical costs related to the injuries from your claim might have a claim to part of Client's recovery. Debtor, assisted by Attorneys, will undertake responsibility to notify any third party of a possible recovery if it appears there is a legal obligation to do so.

5. **ADVANCE WAIVER OF POTENTIAL CONFLICTS**. Attorneys represent many other individuals who were injured, and may have been injured by the same perpetrator or by the same defendant. It is possible that some of our present or future clients could have interests which conflict with yours, such as follows:

   (i) That there is a limited amount of funds available for all survivors of the same perpetrator or defendant due to insurance limits, bankruptcy, etc., and that Attorneys' representation of other survivors which may cause your recovery to be reduced.

   (ii) That Attorneys' representation of another survivor of the same perpetrator or defendant may alert the defendants of the existence of a potential adverse witness to your case.

   (iii) Attorneys will advocate for each Client individually.

   By signing this agreement, the Client authorizes Attorneys to vigorously advocate for all of its clients, regardless of whether that may create a conflict to the Client's interests even if that could reduce their recovery. As a condition to our undertaking this matter, Client gives Client's informed consent to any disclosed conflicts by initialing below and hereby waives any potential conflict of interests as disclosed herein and agrees that Attorneys may continue to represent or may undertake in the future to represent existing or new clients in any matter even if the interests of such entities in those other matters are actually or potentially adverse to Client.

   Client's Initials: ________

6. **LEGAL FEES.** It is understood that recovery includes, but is not limited to, any settlement amount, judgment, award, or other compensation, as well as any awarded attorney's fees and/or costs.

Client will pay no fee if there is no award or recovery.
Client will pay no costs if there is no award or recovery.

As compensation to Attorneys, it is agreed, subject to approval by entry of an Order by the Bankruptcy Court upon filing of a duly noticed hearing application, that Client will pay Attorneys as follows:

(i) A Contingent Fee of __35%__ of gross recovery plus costs, expenses and disbursements as per (ii) and (iii).

(ii) Costs, expenses and disbursements include, but are not limited to, filing fees, deposition costs, expert witness fees, private investigator fees, transcript costs, mileage costs, document reproduction costs, witness fees, faxing of documents, service fees, medical report records costs, costs of work-related meals, travel and lodging, etc.

(iii) Client understands that there may be costs, expenses, and disbursements that are shared by multiple clients when pursuing the same or similar defendants. Client understands that these costs, expenses and disbursements may be distributed to multiple clients in an equitable manner.

(iv) If the case results in a structured settlement, payment of attorney's fees and costs will be made in full at the time the settlement agreement is reached. If for any reason a court awards hourly fees paid by the other side in a case, those court awards are in addition to the contingency fee.

(v) Client agrees to pay the applicable Hawaii State General Excise Tax on the attorney's fees charged.

If Attorneys are discharged or withdraw, the Client agrees that if a recovery is received, Attorneys shall be paid a fee equal to the hours Attorneys have spent on this case multiplied by the hourly rate charged by the attorneys and staff at the time of the signing of the agreement.

Client acknowledges that Attorneys have agreed to divide the fee between each law firm, to which Client does not object.

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorneys at any time upon written notice to Attorneys. Attorneys may withdraw from representation of Client: (a) with Client's consent, (b) upon court approval, (c) if no court action has been filed, for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this contract, Client's refusal to cooperate with Attorneys or to follow Attorneys' advice on a material matter, or any other fact or circumstance that would render Attorneys' continuing representation unlawful or unethical.

8. **CONCLUSION OF SERVICES.** If, upon investigation of this matter, Attorneys find that no further action is warranted, Attorneys will notify Client by First Class Mail, sent to Client's last known address, that no further action is warranted and that this contract is terminated as a result.

9. **LIEN.** Client hereby grants Attorneys a lien on any proceeds the Client receives in this action for any fees or unpaid costs owed Attorneys. That is true even if Attorneys are fired by the Client or Attorneys withdraw representation. You are encouraged to consult an independent lawyer of your own choice, with regard to this lien. By signing this, you agree that you had the opportunity to consult counsel and agree that Attorneys will have a lien as specified above.

10. **RECEIPT OF PROCEEDS.** All proceeds of the Client's case shall be deposited into Trustee's account for Debtor's case, or if the Bankruptcy Court orders into Attorneys' trust account, for disbursement in accordance with the provisions of this agreement.

11. **DISCLAIMER.** Attorneys cannot assure Client that he/she will recover any sum or sums in this matter. Client acknowledges that Attorneys have made no promise or guarantees about the outcome of this matter.

DATE: 4/10/17

CLIENT: ______________________
Signature

NAME: ______________________

ADDRESS: ______________________

____

PHONE: ______________________

EMAIL: ______________________

Attorneys agree to provide representation of Client above-named as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, then Attorneys will notify the Client by First Class Mail, at Client's last known address, that no further action is warranted and that this contract is terminated as a result.

DATE: 4/5/17

JEFF ANDERSON & ASSOCIATES, P.A.

____

THE LAW OFFICE OF MARK GALLAGHER

____

9. LIEN. Client hereby grants Attorneys a lien on any proceeds the Client receives in this action for any fees or unpaid costs owed Attorneys. That is true even if Attorneys are fired by the Client or Attorneys withdraw representation. You are encouraged to consult an independent lawyer of your own choice, with regard to this lien. By signing this, you agree that you had the opportunity to consult counsel and agree that Attorneys will have a lien as specified above.

10. **RECEIPT OF PROCEEDS.** All proceeds of the Client's case shall be deposited into Trustee's account for Debtor's case, or if the Bankruptcy Court orders into Attorneys' trust account, for disbursement in accordance with the provisions of this agreement.

11. **DISCLAIMER.** Attorneys cannot assure Client that he/she will recover any sum or sums in this matter. Client acknowledges that Attorneys have made no promise or guarantees about the outcome of this matter.

DATE:______________ CLIENT: ______________________________
Signature

NAME: ______________________________

ADDRESS: ______________________________

____

PHONE: ______________________________

EMAIL: ______________________________

Attorneys agree to provide representation of Client above-named as per this Agreement, assuming that, upon investigation of this matter, we find that the matter warrants further action. If the matter does not warrant further action, then Attorneys will notify the Client by First Class Mail, at Client's last known address, that no further action is warranted and that this contract is terminated as a result.

DATE: 4/14/17

JEFF ANDERSON & ASSOCIATES, P.A.

____

THE LAW OFFICE OF MARK GALLAGHER

[signature]
____

Consent to Dual Representation by
Timothy Randolph Waugh
and Elizabeth A. Kane, Chapter 7 Trustee

The undersigned parties hereby each consent to the law firms of Jeff Anderson & Associates, P. A., and The Law Office of Mark Gallagher (collectively "Attorneys") having an attorney-client relationship with the other party with respect to personal injury claims ("Claims") of Timothy Randolph Waugh ("Debtor") against the Catholic Foreign Mission Society of America, Inc., and others. The Claims are Property of the Estate in Debtor's Chapter 7 case in which Elizabeth A. Kane ("Trustee") is the Trustee, Case No. 97-01765, United States Bankruptcy Court for the District of Hawaii.

Such consent is required by Hawaii Rules of Professional Conduct Rule 1.7 in cases of multiple representation where interests of the two clients have the potential to diverge, but the Attorneys believe that both parties can be represented without impairing the representation of either.

The dual representation will occur on the following conditions, which are accepted by the parties hereto.

1. Attorneys will prosecute the Claims and will not handle any aspect of the bankruptcy case other than the prosecution of the Claims. Attorneys will not advise either the Debtor or the Trustee with respect to any bankruptcy or other matters other than the prosecution of the Claims.

2. In the prosecution of the Claims, the parties understand that the Claims are presently held by the Trustee and that Attorneys shall take direction from the Trustee until such time as the Trustee relinquishes the Claims or otherwise indicates that Debtor may direct the prosecution of the Claims.

3. Debtor and Trustee each understand and acknowledge that communications they have with Attorneys shall be available to the other, but shall be privileged as against third persons.

TIMOTHY RANDOLPH WAUGH
Debtor

Dated: 28 MAR 2017

ELIZABETH A. KANE
Chapter 7 Trustee

Dated: 4/10/17